

## Terms and Conditions

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- Use the site, Site Materials or any related site for any purpose which is not specifically authorized or which is in any way contrary to applicable law.
- post, upload or otherwise transmit to the site any information, content or data not related to appropriate subject matters.
- post, upload or otherwise transmit to or through the site any information, content or data which is misleading to others, including consumers.
- post, upload or otherwise transmit to or through the site any information, content or data that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- post, upload or otherwise transmit any information, content or data that you do not have a right to post and transmit under any law or under contractual relationships.
- post, upload or otherwise transmit any information, content or data, such that such posting, uploading, or transmission constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party.
- post, upload or otherwise transmit any information, content, data or materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law, including the Civil Rights Act of 1866, the Fair Housing Act, the Americans with Disabilities Act, and the Equal Credit Opportunity Act.

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- Forging of email header information.

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**13. Indemnification.** You agree to indemnify, defend and hold harmless Broker, its officers, directors, employees, agents, contractors and insurers, for any claims, demands, judgments, losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use this Site or services, any user postings made by you, your violation of any of these Terms and Conditions or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Broker reserves the right, at its own cost, to assume the exclusive defense

and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Broker in asserting any available defenses.

**14. Class Action Waiver.** Any law suit or legal proceedings under these Terms and Conditions will take place on an individual basis; class actions, class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Broker agree otherwise, the court may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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Broker's address for Notices:

Dwight W. Andrus Real Estate, L.L.C.  
Attention: Manager  
500 Dover Boulevard, Suite 110  
Lafayette, Louisiana 70503

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**22. Effective Date.** These Terms and Conditions are effective as of June 16, 2017.